# STATE OF UTAH
# DEPARTMENT OF TRANSPORTATION

## SOLICITATION NO. *DOT15-0360PT1*

*Purchase of construction camera and service*

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RESPONSES ARE DUE PRIOR TO:

*May 12, 2015 11:00:00 AM MDT*

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PREFERRED METHOD IS TO SUBMIT ELECTRONICALLY TO:

www.bidsync.com

Responses may be mailed or delivered to:

USPS Delivery
Utah Department of Transportation
Attn: Procurement / Time Sensitive
Bid Number
PO Box 148260
Salt Lake City, UT 84114-8260

Hand Delivery / UPS / FedEx
Utah Department of Transportation
Attn: Procurement / Time Sensitive
Bid Number
4501 South 2700 West
Second Floor
Taylorsville, UT 84129

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## Additional Instructions for submitting your bid:

A. It is the responsibility of the Supplier to "Log In" through BidSync to enable supplier to receive all pertinent information. For bid assistance contact BidSync at 1-800-990-9339.

B. All questions regarding this bid / proposal must be submitted through BidSync. Other methods will not be responded to and will not be binding to the State of Utah or UDOT in any way.

C. Recommended method to submit your bid is through BidSync. By using alternate methods of delivery, supplier bears all risks if documents are not received at our Procurement office prior to the closing of the bid. If alternate delivery method is used, Supplier must call to verify the agent has received their hard-copy bid prior to bid closing.

# Bid DOT15-0360PT1
# Purchase of construction camera and service

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|---|---|
| Bid Number | **DOT15-0360PT1** |
| Bid Title | **Purchase of construction camera and service** |
| Bid Start Date | **May 5, 2015 2:17:20 PM MDT** |
| Bid End Date | **May 12, 2015 11:00:00 AM MDT** |
| Question & Answer End Date | **May 11, 2015 9:00:00 AM MDT** |
| Bid Contact | **Penni Taylor**<br>**Purchasing Agent III**<br>**UDOT** |
| Contract Duration | **One Time Purchase** |
| Contract Renewal | **Not Applicable** |
| Prices Good for | **90 days** |
| Bid Comments | **Anyone submitting a response to this solicitation with basis in other communication, or information received from sources other than through official addendum, assumes full risk including the possibility of a determination of non-responsiveness and may be rejected at the sole discretion of the State.**<br>**Responses submitted in BidSync are completely secure. No one (including the purchasing staff) can see responses until after the bid closing. Therefore you do not have to wait until the last minute to submit your proposal; and you may change your proposal any time until the proposal closes. Allow sufficient time to complete any applicable online forms and/or upload documents (Bidsync prohibits documents containing embedded documents within MS Word, MS Excel, etc., zip files, mov, wmp, and mp3 files). The solicitation will end precisely at the closing time listed. If you are in the middle of uploading your bid at the closing time, BidSync will stop the process and your bid will not be received. Please plan well.**<br>**No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the bidder has familiarized themselves with the nature and extent of the equipment, materials, and/or labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation.**<br>**Although some Standard Terms and Conditions may not be applicable, the Standard Terms and Conditions as put forth in this solicitation are non-negotiable. Any submittal containing exceptions to the State's Standard Terms and Conditions may be deemed as non-responsive and may be rejected at the sole discretion of the State. Offerors/bidders shall promptly post questions in BidSync notifying the State of any ambiguity, inconsistency, excessively restrictive requirements, et cetera, in the solicitation document(s).**<br>**PRODUCTS MUST BE EQUAL TO OR BETTER THAN SPEC'S.** |

**Item Response Form**

| | |
|---|---|
| Item | **DOT15-0360PT1-01-01 - camera with cellular modem** |
| Quantity | **5 each** |
| Unit Price | |
| Delivery Location | **State of Utah**<br>Department of Transportation (Warehouse)<br>4501 South 2700 West<br>central warehouse<br>attn: Denice McCarthy<br>Salt Lake City UT 84119<br>**Qty** 5 |

**Description**

minimum specs are attached all items must meed or exceed those listed
CAMERA SPEC SHEET MUST BE UPLOADED WITH BID

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Item **DOT15-0360PT1-01-02 - Solar Panel Assembly**
Quantity **5 each**
Unit Price
Delivery Location **State of Utah**
Department of Transportation (Warehouse)
4501 South 2700 West
central warehouse
attn: Denice McCarthy
Salt Lake City UT 84119
**Qty** 5

**Description**
minimum specs are attached all items must meed or exceed those listed

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Item **DOT15-0360PT1-01-03 - cellular service and image storage for 5 cameras**
Quantity **1 year**
Unit Price
Delivery Location **State of Utah**
Department of Transportation (Warehouse)
4501 South 2700 West
central warehouse
attn: Denice McCarthy
Salt Lake City UT 84119
**Qty** 1

**Description**
This is the the fee for 12 months of cellular and image storage service for all 5 cameras

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Item **DOT15-0360PT1-01-04 - Trailer stand alone cost per trailer only.**
Quantity **1 each**
Unit Price
Delivery Location **State of Utah**
Department of Transportation (Warehouse)
4501 South 2700 West
central warehouse
attn: Denice McCarthy
Salt Lake City UT 84119
**Qty** 1

**Description**
supply specification and trailer security and options - also see attached specs for additional requirements

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Item **DOT15-0360PT1-01-05 - complete component package pre-assembled on trailer**
Quantity **1 each**
Unit Price
Delivery Location **State of Utah**
Department of Transportation (Warehouse)
4501 South 2700 West
central warehouse
attn: Denice McCarthy
Salt Lake City UT 84119

**Qty** 1

**Description**
Trailer with complete component package (trailer, camera & solar panel)

# State of Utah
# Department of Transportation
# Invitation to Bid

| | | | |
|---|---|---|---|
| Legal Company Name (include d/b/a if applicable) | Federal Tax Identification Number | State of Utah Sales Tax ID Number | |
| Ordering Address | City | State | Zip Code |
| Remittance Address (if different from ordering address) | City | State | Zip Code |
| Type: ☐ Corporation ☐ Partnership ☐ Proprietorship ☐ Government | Company Contact Person | | |
| Telephone Number (include area code) | Fax Number (include area code) | Email Address | |
| Discount Terms(for bid purposes, bid discounts less than 30 days will not be considered) | Days Required for Delivery After Receipt of Order (see attached for any required minimums) | | |
| Brand/Trade Name | Price Guarantee Period (see attached specifications for any required minimums) | | |
| The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ☐ No ☐ If no, enter where produced, etc. | | | |
| Offeror's Authorized Representative's Signature | Date | | |
| Type or Print Name | Position or Title | | |

**N O T I C E**

When submitting a response (proposal, quote or bid) electronically through BidSync, it is the sole responsibility of the supplier to ensure that the response is received by BidSync prior to the closing date and time. Each of the following steps in BidSync MUST be completed in order to place an offer:

A. Login to www.bidsync.com;
B. Locate the bid (solicitation) to which you are responding;
    a. Click the "Search" tab on the top left of the page;
    b. Enter keyword or bid (solicitation) number and click "Search";
C. Click on the "Bid title/description" to open the Bid (solicitation) Information Page;
D. "View and Accept" all documents in the document section;
E. Select "Place Offer" found at the bottom of the page;
F. Enter your pricing, notes, other required information and upload attachments to this page;
G. Click "Submit" at the bottom of the page;
H. Review Offer(s); and
I. Enter your password and click "Confirm".

Note that the final step in submitting a response involves the supplier's acknowledgement that the information and documents entered into the BidSync system are accurate and represent the supplier's actual proposal, quote or bid. This acknowledgement is registered in BidSync when the supplier clicks "Confirm". BidSync will post a notice that the offer has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted. Be aware that entering information and uploading documents into BidSync may take considerable time. Please allow sufficient time to complete the online forms and upload documents. Suppliers should not wait until the last minute to submit a response. It is recommended that suppliers submit responses a minimum of 24 hours prior to the closing deadline. The deadline for submitting information and documents will end at the closing time indicated in the solicitation. All information and documents must be fully entered, uploaded, acknowledged (Confirm) and recorded into BidSync before the closing time or the system will stop the process and the response will be considered late and will not be accepted. Responses submitted in BidSync are completely secure. No one (including Utah Department of Transportation purchasing staff) can see responses until after the deadline. Suppliers may modify or change their response at any time prior to the closing deadline. However, all modifications or changes must be completed and acknowledged (Confirm) in the BidSync system prior to the deadline. BidSync will post a notice that the modification/change (new offer) has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted. Utah Code 46-4-402(2) Unless otherwise agreed between a sender (supplier) and the recipient (Utah Department of Transportation Purchasing), an electronic record is received when: (a) it enters an information processing system that the recipient has designated or uses for the purpose of receiving electronic records or information of the type sent and from which the recipient is able to retrieve the electronic record; and (b) it is in a form capable of being processed by that system.

## INVITATION TO BID - INSTRUCTIONS AND GENERAL PROVISIONS

**1. SUBMITTING THE BID:** (a) The Utah Department of Transportation (UDOT) prefers that bids be submitted electronically. Electronic bids may be submitted through a secure mailbox at BidSync www.bidsync.com until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their bid reaches BidSync before the closing date and time. There is no cost to the supplier to submit Utah's electronic bids via BidSync. (b) Electronic bids may require the uploading of electronic attachments. The submission of attachments containing embedded documents is prohibited. All documents should be attached as separate files. (c) If the supplier chooses to submit the bid directly to the UDOT in writing: The bid must be signed in ink, sealed in a properly addressed envelope, and delivered to the UDOT, 4501 South 2700 West, Box 148260, Calvin Rampton Building, Salt Lake City, UT 84114-8260 by the "Due Date and Time." The "Bid Number" and "Due Date" must appear on the outside of the envelope. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid. Unit price will govern, if there is an error in the extension. Written bids will be considered only if it is submitted on the forms provided by UDOT. (d) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah

Procurement Rules, section R33-3-109. (e) Facsimile transmission of bids to UDOT will not be considered.

**2. BID PREPARATION:** (a) Delivery time is critical and must be adhered to as specified. (b) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the UDOT. If the supplier lists a trade name and/or catalog number in the bid, UDOT will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (c) By submitting the bid the supplier certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (d) This bid may not be withdrawn for a period of 60 days from bid due date.

**3. FREIGHT COST:** (a) Where "Freight Cost" is listed as a separate line item, suppliers are to provide product line item pricing FOB Origin Less Freight. On the line item for "Freight Cost" suppliers are to indicate the total freight cost FOB Destination Freight Prepaid, and complete the "Freight Information" document. UDOT will analyze freight charges separately from the item cost and determine how the shipment will be routed (either by the supplier, or by the State's carrier). (b) Where there is not a line item for "Freight Cost", suppliers are to provide line item pricing FOB Destination Freight Prepaid. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid.

**4. SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through electronically generated addendum only. Answers to questions submitted through BidSync shall be considered addenda to the solicitation documents. Bidders are cautioned not to consider verbal modifications.

**5. PROTECTED INFORMATION:** Suppliers are required to mark any specific information contained in their bid which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" located at: http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc with a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. All material becomes the property of UDOT and may be returned only at UDOT's option. Bids submitted may be reviewed and evaluated by any persons at the discretion of the UDOT.

**6. SAMPLES:** Samples of item(s) specified in this bid, when required by UDOT, must be furnished free of charge to UDOT. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the bidder's expense.

**7. AWARD OF CONTRACT:** (a) The contract will be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly. The name of each bidder and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) UDOT may accept any item or group of items, or overall low bid. UDOT has the right to cancel this invitation to bid at any time prior to the award of contract. (d) UDOT can reject any or all bids, and it can waive any informality, or technicality in any bid received, if UDOT believes it would serve the best interest of the State. (e) Before, or after, the award of a contract UDOT has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) UDOT does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63G-6-404 and 63G-6-405, Utah Code Annotated. (h) Bid tabulations and awards are posted http://purchasing.utah.gov/vendor/bidtab.html (i) Multiple contracts may be awarded if UDOT determines it would be in its best interest.

**8. UDOT APPROVAL:** Purchase orders placed, or contracts written, with the State of Utah, as a result of this bid, will not be legally binding without the written approval of the director of UDOT.

**9. DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by UDOT.

**10. ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

**11. GOVERNING LAWS AND REGULATIONS:** All State purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov.

**12. SALES TAX ID NUMBER**: Utah Code Annotated (UCA) 59-12-106 requires anyone filing a bid with the state for the sale of tangible personal property or any other taxable transaction under UCA 59-12-103(1) to include their Utah sales tax license number with their bid. For information regarding a Utah sales tax license see the Utah State Tax Commission's website at www.tax.utah.gov/sales. The Tax Commission is located at 210 North 1950 West, Salt Lake City, UT 84134, and can be reached by phone at(801) 297-2200.

(Revision: 09 September 2010 - ITB Instructions)

**STATE OF UTAH ● DEPARTMENT OF TRANSPORTATION**
4501 South 2700 West, Box 148260, Salt Lake City, Utah 84114-8260, Fax (801) 965-4073

# PURCHASE ORDER CONTRACT: TERMS AND CONDITIONS

ACCEPTANCE OF THIS PURCHASE ORDER BINDS THE CONTRACTOR TO ALL THESE TERMS AND CONDITIONS AND ALL THE TERMS, CONDITIONS AND PROVISIONS INCLUDED IN THE SOLICITATION THE DEPARTMENT OF TRANSPORTATION OFFERED RELATING TO THIS PURCHASE ORDER.

1. **AUTHORITY:** Provisions of this Purchase Order are pursuant to the authority set forth in the Utah Procurement Code, 63G-6, Utah Code Annotated (U.C.A.) 1953, as amended, and the Utah State Procurement Rules and Regulations. Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.

2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this Purchase Order shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Purchase Order or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this Contract for at least four years. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this Contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

**4. CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation to Bids nor to the Multi-Step Process.

**4.1 STATUS VERIFICATION SYSTEM**

1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with UCA Section 63G-11-103.

2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with Section 63G-11-103 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."

3. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.

4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-11-103.

**4.2 INDEMNITY CLAUSE FOR STATUS VERIFICATION SYSTEM**

1. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.

2. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

5. **CONFLICT OF INTEREST AND PROCUREMENT ETHICS:** The Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, U.C.A., 1953, as amended. Further, Contractor certifies that it has not offered or given any gift or compensation prohibited by 67-16-5, U.C.A., 1953, as amended, to any officer or employee of the State of Utah to secure favorable treatment with respect to being awarded this Purchase Order.

6. **INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.

7. **INDEMNITY:** The Contractor agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.

8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973; or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Contractor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.

10. **CANCELLATION OR REVISION:** This Purchase Order may be changed, revised or canceled only by the Department of Transportation giving written notice to the Contractor.

11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.

12. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is **11736850-010-STC**. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless sales tax is included as a separate line item on this purchase order.

14. **WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

15. **PUBLIC INFORMATION:** Contractor agrees that the Purchase Order, related Sales Orders, and Invoices will be public documents, and may be available for distribution. Contractor gives the State express permission to make copies of the Purchase Order, related Sales Orders, Invoices, and the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

16. **DELIVERY:** Orders must be shipped directly to ordering agency at address specified. Shipments must be made in accordance with the item(s) as described and priced on this order. Also, orders must be shipped F.O.B. Destination, Freight Prepaid, unless other shipping instructions are described in this order. UNLESS INDICATED OTHERWISE, ALL ORDERS MUST BE SHIPPED PROMPTLY (WITHIN 5 WORKING DAYS), UPON RECEIPT OF ORDER. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.

17. **PRICING AND INVOICING:** Prices to be paid for item(s) ordered are the prices listed on this Purchase Order, which include all shipping and delivery charges, unless otherwise described on this order. CONTRACTOR WILL, AFTER DELIVERY, PROMPTLY SUBMIT A CORRECT INVOICE (WITHIN 30 DAYS OF SHIPMENT OR DELIVERY OF SERVICES) TO THE ORDERING AGENCY. Contractor agrees that the state has a right to adjust or return any invoice that reflects incorrect pricing. The Purchase Order number shall be listed on all invoices, freight tickets, and correspondence relating to the Purchase Order. Unless otherwise specified, payment terms shall be Net 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. Where prompt payment discounts apply, the period for computing a discount shall begin on the date a correct invoice, including any adjustment for damage or incomplete shipment, is received by the state. Discount will be taken on the total amount of the invoice. After 60days from the date a correct invoice is received by the appropriate State official, the Contractor may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent, computed similarly as the requirements of Utah Code Annotated Section 15-6-3. The IRS rate is adjusted quarterly, and is applied on a per annum basis, on the invoice amount that is overdue. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).

18. **PROMPT PAYMENT DISCOUNT:** Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. Contractor shall list Payment Discount Terms on invoices. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a corret invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

19. **PATENTS, COPYRIGHTS, ETC.:** The Contractor shall release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

20. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the Contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this Contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Contract; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.

21. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

22. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and expressly approved in writing by the State Director of Purchasing. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Additional Terms and Conditions; 3. Contractor Terms and Conditions, if applicable.

(Revision date: 15 January 2015)

# Section xxxxx

## PART 1 GENERAL

### 1.1 SECTION INCLUDES

A. Provide a fully functioning camera capable of live streaming and time lapse photos as described in these specifications.

B. Provide a camera capable of transmitting images and data via password protected secure cellular network.

C. Provide a solar power option capable of powering the camera with each camera.

D. Provide a single axle trailer with 30 foot minimum mast capable of mounting solar panel system and camera with modem as an optional component.

### 1.2 RELATED SECTIONS Not Used

### 1.3 REFERENCES

A. National Electric Code (NEC)

B. Underwriters Laboratories (UL)

### 1.4 SUBMITTALS

A. Specification sheets of all proposed equipment.

B. Equipment list identifying:
1. Model number of each unit
2. Camera Megapixel Size

C. Camera Warranty

D. Solar Panel Warranty

E. Photograph and description/specification of trailer.

## PART 2 PRODUCTS

### 2.1 CAMERA

A. Image sensor shall be a minimum 1/3", 2 Megapixel.

B. Minimum 60 degree horizontal field of view.

C. Remote pan-tilt-zoom capabilities.

D. Camera shall be capable of streaming live video at 1080i resolution.

E. Rotation: 355d continuous pan minimum.

F. Tilt range: -60º to +30º from level minimum.

G. Dome camera types shall have a clear dome.

H. Camera zoom ability will be 10x digital with 12x optical or better.

I. The camera shall have automatic focus control with manual focus over ride and shall not autofocus on debris on the lens.

J. The total weight of either the camera with positioner assembly or dome camera assembly shall not exceed 20 pounds.

K. The camera and positioner shall be rated for operational wind loading of 90 mph while mounted on a stationary pole.

## 2.2 CAMERA ENCLOSURE

A. Enclosure shall be environmentally sealed powder coated aluminum enclosure with stainless steel hardware.

B. The camera enclosure shall be UL compliant and shall meet NEMA type 3R standards.

C. Enclosed camera type shall include a weather insulation package and sun shroud. Dome type camera shall include a sun protector that allows for air circulation.

## 2.3 CAMERA MOUNT

A. Camera shall be pole mountable and include all required hardware.

## 2.4 SOLAR ARRAY

A. Vendor shall provide a complete heavy duty "turn-key" solar electrical system.

B. Remote accessible cellular monitoring screen displaying the DC Amperage output of the Solar Panel(s) shall be included.

C. Solar Panels shall be pole mountable adjacent to the camera and include mounting hardware. Panels shall be capable of providing sufficient electrical power for the camera, modem, and all electrical components necessary to provide the level of service described herein.

D. Solar Assembly shall include a circuit breaker and surge protection.

E. Solar Panel shall include a 10 year materials and workmanship warranty. Vendor to provide warranty submittal with bid.

## 2.5 POWER CONNECTION

A. 12 VDC compatible with included solar power station.

B. Short term power device (battery) to send alerts if camera or solar power goes offline.

## 2.6 MOBILE TRAILER

A. Single torsion-type axle steel welded trailer with 2” adjustable ball hitch.

B. Lighting package to include brake and marker lights with wire connection.

C. Trailer mounted locking motorized 30-Foot mast with spiral conduit for cable deployment.

D. Trailer shall include a full size secure spare tire.

E. Guy Wires: To stabilize an extended mast and steady the camera shot.

F. The trailer with extended mast arm and mounted camera shall be capable of withstanding wind loading of 60 mph.

## 2.7 DATA CONNECTIVITY AND STORAGE

A. Wireless (Cellular GPRS or CDMA) modem included with Camera. Service provided by System Vendor during contract time. Pricing shall be monthly per camera for duration of contract time.

B. Data connectivity shall be password secure and capable of providing access for at least 10 users at the same time without a decrease in upload or download speeds.

C. Camera Memory: 72 hour minimum image storage for lost data connections.

D. Remote Storage: Unlimited storage of webcam images provided by System Vendor.

## 2.8 IMAGES

A. The camera shall be capable of capturing and uploading images at a frequency selected by Owner at a minimum of one image every 15 minutes for 24 hours.

B. Images will be maintained on the System Vendor's servers and be available at all times during the contract time and for no less than 60 days after completion of a project. All images will be protected on servers owned and operated by the System Vendor at a secure area.

C. Camera shall have instant live snapshot capability in addition to preset scheduled archives.

D. Time-lapse feature for instant time-lapse viewing and image playback by day, week, month, or year.

E. The still images shall be in a format that can be freely viewed with most imaging software (.bmp, .jpeg, .tif, or .gif).

## 2.9 OPERATING ENVIRONMENTS

A. Camera shall be capable of operating at temperatures ranging from -10 to 120 degrees F.

## 2.10 SOFTWARE INTERFACE

A. No software shall be required to be installed by Owner to view or download images, video, or solar dashboard.

B. The camera will be accessible via an internet based Software as a Service (SaaS) Solution. The online interface will be managed and supported by the System Vendor.

C. The website will allow viewing of live video and High Definition digital still images captured and stored of the project via a secure password protected website.

D. Dashboard displaying each camera the user has access to and its status.

E. Digital pan-tilt-zoom within a high resolution image.

F. Visual calendar showing actual photos with time and date stamp option for each day camera is live and service contract is in place.

G. Web access to each individual photo archived.

## 2.11 CUSTOM WEBSITE

A. The system vendor shall be capable of providing custom public website development. Website shall be separate from the Online interface accessed by the Owner, match the look and colors of the project's website, and be delivered via embed code or standalone web page as directed by Owner.

# PART 3 EXECUTION

## 3.1 SHIPPING

A. All freight shall be included in the price of the camera, trailer, and solar system.

B. Vendor shall be capable of delivering the entire system to Salt Lake City, Utah within 4 weeks of executed contract.

## 3.2 WARRANTY

A. Camera shall have a 3 year minimum warranty including parts, labor and shipping. Include a copy of the manufactures warranty with product spec sheet.

B. Manufacturer agrees to repair or replace components of system that do not comply with requirements or that fail in material or workmanship during the warranty period at no charge.

## 3.3 TRAINING & DOCUMENTATION

A. Up to 8 total hours of on-site training shall be provided which shall include training on the proper installation and programming of all related hardware and vendor interface and training of departmental end-user.

B. Each camera type will be provided with manual(s) with user's operation, and installation instruction. The manual shall describe the function and use of all of the configuration parameters.

C. Each camera type will be provided with a maintenance manual, which shall describe the electronic circuit operations, troubleshooting, and have adequate information to maintain the system to the component level.

D. A system user's manual or instructions with details on interfacing to the system shall be provided.

## 3.4 FIELD INSTALLATION (OPTIONAL AT OWNERS REQUEST)

A. A field test shall be successfully completed with each camera installation a single time. The test procedure will be prepared by the System Vendor and approved by the Owner. It shall be designed to demonstrate that the system operates correctly, and that all functions are in conformance with this document. The procedure shall be reproducible by the Owner.

B. Each camera shall be installed and field-tested for proper operation for 30 consecutive days. During the testing period, all equipment at the camera location shall operate without failure of any type.

C. If any component malfunctions or fails to provide the capabilities specified herein, the System Vendor shall replace or repair the defective equipment within 72 hours of notification by Owner. Cost of correcting component malfunctions shall be paid for by the Vendor. After the component repair or replacement has been made to the satisfaction of the Owner, a final 30 day test period shall be started.

## 3.5 OWNERSHIP DOCUMENTS

A. All images and time-lapse footage shall be the property of the Owner.

B. Vendor to provide a cd or thumb drive or an electronic file with all time lapse images in .bmp, .jpeg, .tif, or .gif format of the project at the end of project construction for every project while under contract with the Owner.

END OF SECTION

# Question and Answers for Bid #DOT15-0360PT1 - Purchase of construction camera and service

| Overall Bid Questions |
| --- |
| There are no questions associated with this bid. |
| Question Deadline: May 11, 2015 9:00:00 AM MDT |